

## **ARTICLE 8**

### **REPRESENTATION AND TIME OFF WITHOUT LOSS OF PAY**

#### **SECTION 1. BARGAINING COMMITTEE.**

Employees in the Bargaining Unit shall be represented by the Union in primary and secondary level negotiations in accordance with this Section. Authorized Bargaining Committee Representatives shall lose no pay or benefits for participating in negotiations authorized by this Section.

##### **A. Primary Negotiations.**

The Primary Bargaining Committee shall be designated by the Union and shall consist of not more than seven (7) persons per session excluding non-State employees. State employee designations shall be provided to the State Employer in writing at least fourteen (14) days prior to the first negotiation session. Primary Bargaining Committee Representatives shall be employed in a classification in the Bargaining Unit. Each properly designated Bargaining Committee Representative shall be granted administrative leave for all approved time related to primary negotiations.

##### **B. Secondary Negotiations.**

The Secondary Bargaining Committee shall be designated by the Union and shall consist of not more than five (5) persons in the Unemployment Agency (hereinafter referred to as UA) and four (4) persons in the other Departments. Secondary Bargaining Committee Representatives shall be employed in a classification in the Bargaining Unit in such Department to which secondary negotiations pertain, except that in Departments other than UA, up to two (2) Secondary Bargaining Committee Representatives may be employed in another Department. Written notice of the names of unit employees designated by the Union shall be supplied to the relevant Departmental Employer at least seven (7) days prior to the first negotiating session.

#### **SECTION 2. UNION ACTIVITIES DURING WORKING HOURS.**

Employees shall be released and allowed time off, subject to Civil Service Rules and Regulations, without loss of pay or benefits during working hours to attend grievance conferences, Labor-Management Meetings, committee meetings, and activities established by this Agreement, or meetings or conferences called or agreed to by the Employer or the Department of Civil Service (including the Civil Service Commission), if such employees are entitled by the provisions of this Agreement to attend such meetings by virtue of being Union representatives, Chief Stewards, Stewards, Alternate Stewards, witnesses, and/or grievants except in the case of emergency. If an employee is not released to attend such meetings in accordance with the provisions of this Agreement, the Union may request the appropriate authority to postpone and reschedule such meeting. In those cases where the Union makes such a request, the Employer shall grant or concur in such request.

### SECTION 3. GRIEVANCE REPRESENTATION.

The Chief Steward, Steward, or Alternate Steward in the jurisdictional area of the grievant are authorized to represent the grievant at Steps One (1) and Two (2) of the grievance procedure without loss of pay or benefits. Beginning at Step Three (3), the Union may designate its Representative.

### SECTION 4. JURISDICTIONAL AREAS.

The jurisdictional areas for Stewards, Alternate Stewards, and Chief Stewards shall be determined by the Union. Said Representatives shall be employed in the jurisdictional area for which they have responsibility.

In a jurisdictional area where no Steward or Alternate Steward has been selected, and in those cases when a Steward or Alternate Steward is not available (for example, the Steward or Alternate Steward is on vacation or ill), a Chief Steward, Steward, or Alternate Steward as designated by the Union may perform the representational activities authorized by this Agreement. The Union will make every effort to utilize a Steward from the geographically nearest work location.

The Union agrees to make a positive effort to select a Steward at all work locations.

### SECTION 5. STEWARDS.

The Union may select Stewards and Alternate Stewards to represent employees in the Bargaining Unit. Stewards and Alternate Stewards shall be members of the Bargaining Unit.

### SECTION 6. CHIEF STEWARDS.

The Union may select up to ten (10) Chief Stewards. The Union may designate eight (8) Stewards on a trial basis. The termination of such trial basis shall be at the discretion of the Union.

Chief Stewards shall be members of the Bargaining Unit.

### SECTION 7. NOTICE TO THE EMPLOYER.

The Union shall furnish to the Appointing Authority and the State Employer in writing the names and jurisdictional areas of Chief Stewards, Stewards, and Alternate Stewards within sixty (60) days after the effective date of this Agreement. Any jurisdictional area changes, or changes in the above listing of Chief Stewards, Stewards, and Alternate Stewards shall be forwarded to the Appointing Authority and the State Employer by the Union in writing as soon as such changes are made operational.

#### SECTION 8. RELEASE OF UNION REPRESENTATIVES.

The Chief Steward, Steward, Alternate Steward, or other Union Representative shall first notify and receive approval from his/her supervisor before leaving his/her work to engage in employee representational activities authorized by this Agreement. Such approval shall normally be granted. In the event that approval is not granted for the time requested by such Union Representative, the Union, at its discretion, may either request an alternate Union Representative or have the activity postponed and rescheduled. It is the Union's sole discretion to designate its representatives in accordance with this article. The Employer will make every effort to allow Union Representatives to be released for representational activities as early in the work shift as possible.

#### SECTION 9. ACCESS TO UNION REPRESENTATIVES.

An employee shall have reasonable access to Union representation during work hours to discuss rights and obligations provided for in this Agreement. Such discussions shall not disrupt the operations of the Employer.

When an employee desires access to a Union Representative during work hours, the employee shall notify his/her supervisor or designee, and such access shall be allowed within a reasonable length of time such that work operations are not disrupted. The Employer will make every effort to allow employees to obtain Union representation as early in the work shift as is possible.